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**AGREEMENT between the Republic of Seychelles and the Federation of Japan Tuna Fisheries Co-operative Associations and the National Federation of Fisheries Co-operative Associations of Japan on fishing activities in Seychelles Waters.**

THE REPUBLIC OF SEYCHELLES (hereinafter referred to as "Seychelles") of the one part  
and

THE FEDERATION OF JAPAN TUNA FISHERIES CO-OPERATIVE ASSOCIATIONS, and the NATIONAL FEDERATION OF FISHERIES COOPERATIVE ASSOCIATIONS of Japan (hereinafter referred to as "the Federations") of the other part

RECALLING that Seychelles exercises sovereignty or jurisdiction over the resources within its Exclusive Economic Zone which extends up to 200 nautical miles from its coasts,

DESIROUS of establishing the terms and conditions governing fishing activities of vessels belonging to members of the Federations in the waters over which Seychelles has jurisdiction or sovereignty –

HAVE AGREED AS FOLLOWS : -

ARTICLE 1

- 1.1 The purpose of this Agreement is to establish the terms and conditions under which vessels belonging to or operated by the members of the Federations and flying the flag of Japan (hereinafter referred to as "Japanese Vessels") may carry out longline tuna fishing in the waters over which Seychelles has jurisdiction or sovereignty (hereinafter referred to as "Seychelles Waters").
- 1.2 For the purpose of this Agreement and unless the context otherwise requires the expression "owner of a Japanese Vessel" includes and operator of a Japanese Vessel.

ARTICLE 2

- 2.1 The fishing activities under this Agreement shall be subject to the terms conditions set out in this Agreement, more particularly in Annex 1, and to the laws of Seychelles.
- 2.2 The Federations undertake to take all necessary steps to ensure that the Japanese Vessels comply with this Agreement and the laws relating to fishery in Seychelles.

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
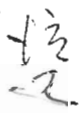
### ARTICLE 3

- 3.1 Seychelles shall permit a Japanese Vessel covered by this Agreement to fish for tuna and associated species caught by the tuna longliners in Seychelles Waters during and in accordance with this Agreement.
- 3.2 The number, class and other particulars of the Japanese Vessels covered by this Agreement are specified in Annex 2.

### ARTICLE 4

- 4.1 Fishing activities by a Japanese Vessel in Seychelles Waters may be carried on only pursuant to a licence granted by Seychelles.
- 4.2 The grant of a licence to a Japanese Vessel shall be subject to the payment of the licence fee by the owner of the vessel.
- 4.3 The formalities for making applications for licences, the terms of licences, the manner and method of computing the licence fees and the method of payment of the licence fees are set out in Annex 3.

### ARTICLE 5

- 5.1 The Parties undertake to coordinate action to ensure the proper management and conservation of living resources, particularly the highly migratory species, in the Indian Ocean, especially in and around Seychelles Waters.
- 5.2 Seychelles may at any time take such measures, as it deems necessary in the circumstances in order to conserve and protect fishing stocks in and around Seychelles Waters.
- 5.3 Subject to paragraph 5.4, before implementing any measures referred to in paragraph 5.2 which would affect the fishing activities of Japanese Vessels, Seychelles shall notify the Federations and the Parties shall determine by agreement the most convenient ways to implement the measures.
- 5.4 In the absence of an Agreement under paragraph 5.3 or where Seychelles is of the opinion that the measures referred to in paragraph 5.2 have to be implemented immediately, based on scientific evidence, Seychelles may, after notifying the Federations take immediate steps to enforce any measures referred to in paragraph 5.2 and the Federations shall ensure that the Japanese Vessels comply with the measures.
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## ARTICLE 6

- 6.1 In the event of a dispute concerning the interpretation of application of this Agreement the Parties shall consult each other with a view to settle the dispute by agreement.
- 6.2 If the Parties cannot settle the dispute by Agreement, any party may refer the matter in dispute for settlement by arbitration in accordance with Annex 4.

## ARTICLE 7

- 7.1 The Annexes to this Agreement from an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement shall also constitute a reference to the Annexes.

## ARTICLE 8

- 8.1 This Agreement shall come into force on the date of signature (hereinafter referred to as the "commencement date") and shall, unless determined in accordance with Article 9, continue into force for a period from the commencement date to March 31, 2003.
- 8.2 The Parties may, at the end of the period referred to in paragraph 8.1, by agreement, and after making such amendments or modifications to this Agreement, as they may agree between them, extend this Agreement for such further periods as they may agree.

## ARTICLE 9

- 9.1 Either party may determine this Agreement by giving to the other party ninety days previous notice writing of intention to do so. The determination of this Agreement shall become effective ninety days after the date of receipt by the other party of the notice of intention to determine the Agreement.

## ARTICLE 10

- 10.1 Notwithstanding the expiration of this Agreement at the end of the term of the Agreement referred to in Article 9 or the taking of any measure under Article 5 by Seychelles a Japanese Vessel and master or owner of the Japanese Vessel shall continue to be liable for any breach of any provision of this Agreement or any laws of Seychelles which occurred before the expiration or determination of the Agreement or the taking of any measure under Article 5 or for any licence fee or any part of a licence fee due but not paid at the time of the expiration or determination of this

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Agreement or the taking of any measure under Article 5.

#### ARTICLE 11

11.1 This Agreement shall be subject to the laws of Seychelles.

#### ARTICLE 12

A notice required to be served under this Agreement shall be deemed to have been served if sent by telefax, cable or registered mail to

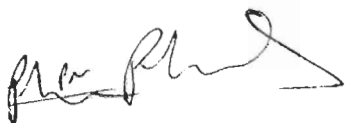
(a) in the case of Seychelles -

Managing Director  
Seychelles Fishing Authority  
P.O. Box 449  
Fishing Port, Mahe, SEYCHELLES  
Telex No. 2284 SFA SZ  
Telefax No. 248-224508

(b) in the case of the Federations -

Manager of International Division  
Federation of Japan Tuna Fisheries  
Co-operative Associations  
2-3-22, Kudankita, Chiyoda-ku, Tokyo 102-0073, JAPAN  
Telex No. J24435 JATUFAIN  
Telefax No. 81-3-3234-7455

IN WITNESS WHEREOF the authorized representatives of the Parties have signed this Agreement made in triplicate on this 7<sup>th</sup> day of May, 2002.



FOR AND ON BEHALF  
OF SEYCHELLES



FOR AND ON BEHALF  
OF FEDERATIONS

## CONDITIONS ON WHICH FISHING ACTIVITIES MAY BE CARRIED OUT

### 1. FISHING ZONE

Japanese Vessels shall not fish in zones where fishing by foreign vessels is prohibited under the Fisheries Regulations 1987 or any other laws of Seychelles and within three miles around any Fish Aggregating Devices placed by the authorities of Seychelles. The Seychelles Fishing Authority shall notify the Federations of any relevant laws of Seychelles referred to in this paragraph and of the location of any Fish Aggregating Device placed by the authorities of Seychelles.

### 2. LANDING, TRANSSHIPPING AND BY-CATCH

- (1) Fish caught by Japanese Vessels in Seychelles Waters shall be landed or transshipped in Port Victoria, except as otherwise authorized by the Seychelles Fishing Authority.
- (2) The schedule for landing or transshipment in Port Victoria shall be determined by agreement between the owner of the Japanese Vessel and the Seychelles Fishing Authority.
- (3) The owner of the Japanese Vessels shall, at the request of Seychelles, sell to the authorities in Seychelles such amount of their by-catch as the authorities may request. The conditions of the sale of the by-catch shall be determined by the owner of the Japanese Vessel and the authorities concerned in Seychelles by agreement.

### 3. BUNKERING AND VICTUALLING

Japanese Vessels shall endeavor to procure all their supplies, including fuel and other services required for their fishing activities in Seychelles Waters, in Seychelles.

### 4. RADIO COMMUNICATION

Japanese Vessels shall, wherever they are in Seychelles Waters, report on Tuesday and Friday to the Seychelles Fishing Authority by radio or telex or facsimile their position and particulars of their efforts and catches as set out in Appendix 1.

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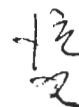
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## 5. CATCH REPORT

The Federation shall ensure that, the catch report, in the format as set out in Appendix 2, shall be forwarded to the Authority by post by licensed vessel at the first port call following operation in Seychelles Waters. And the Authority will forward the copies of the originals to the Federation within 45 days of their receipt.

## 6. VESSEL MONITORING SYSTEM

The Federation acknowledges that the Seychelles Government is implementing, after entering into force of this agreement, a vessel monitoring system (VMS) for foreign vessels fishing within the Seychelles EEZ, and further that the vessel will turn the VMS on prior to Entry of the Seychelles EEZ and remain on until after Exiting the Seychelles EEZ in accordance with protocol on VMS which will be worked out and set forth in separate paper.



## DESCRIPTION OF JAPANESE VESSELS

Expected number of vessels to be licensed : 14

Typical particulars :

1. Average gross tonnage : 300
2. Overall length : 52.4 metre (171.91 feet)
3. Hull : Steel (painted in white)
4. Engines : Diesel Engine 1  
Brake Horse Power 1600
5. Communication Equipment : Radio Telegraph
6. Navigational Equipment : Loran, Direction Finder, Depth Sounder,  
Radar, Auto Pilot, Gyrocompass
7. Freezing Machinery : Semi Air Blast System  
Daily Capacity : 8 tons
8. Fishing Gear : Longline 500 Baskets  
(To be used per set) One baskets consists of
  - Longline 300 meter × 1
  - Branch line 20-30 meter × 5
  - Hook 5
  - Float line 25 meter × 1
  - Buoy 1
9. Fish Storage and Holding facilities : Freezing Chamber 4 113 M3 (-60xC)  
Lobby 2 49 M3 (-50xC)  
Fish Hold 5 496 M3 (-55xC)
10. Number of Crew : Total 21 (Officers 6, Seamen 15)

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## LICENCE

## 1. APPLICATION

- (1) An application for a licence shall be made the owner of a Japanese Vessel in the prescribed form as set out in Appendix 3 to the Seychelles Licensing Authority.
- (2) The application shall be presented by the Agents in Seychelles appointed by the Federations respectively through the Seychelles Fishing Authority. The Federations shall on presenting the application certify that the applicant is a member of the Federations.
- (3) An application shall be lodged to the Seychelles Fishing Authority at least 5 working days before the date when the owner of the Japanese Vessel intend to start fishing in the Seychelles Waters.

## 2. LICENCE

- (1) The licence will be issued to the owner of the Japanese Vessel for the vessel specified in the licence.
- (2) Subject to subparagraph (3) of this paragraph, a licence is not transferable.
- (3) Seychelles may, on request, consider,
  - (a) the transfer of a licence by the owner of a Japanese Vessel to another owner if the transfer arises out of a merger or reconstruction and the other owner is a member of the Federation, or
  - (b) the substitution of a Japanese Vessel specified in a licence (referred to herein as the "old vessel") by another Japanese Vessel (referred to herein as the "new vessel") if the old vessel is lost and the new vessel is of the same class as the old vessel and belongs to or is operated by the holder of the licence.
- (4) Where Seychelles agrees to the transfer or substitution referred to in subparagraph (3) of this paragraph, the original licence shall be returned to the Seychelles Licensing Authority and the Seychelles Licensing Authority shall issue a new license. The new licence shall be subject to the same terms and conditions as the original license and the date of the issue of the new licence.

*Handwritten signature and initials*

- (5) The licence number shall at all times be displayed in accordance with Regulation 6(h) (ii) of the Fisheries Regulations 1987.
- (6) A licence shall permit the Japanese Vessels named in the licence to fish for tuna in Seychelles Waters for any continuous period of ninety (90) days. The date on which the ninety (90) days-period shall commence and end shall be determined by Seychelles and the owner of the vessel by agreement.
- (7) Seychelles may, on the application of the owner of a Japanese Vessel and on payment of the fee and subject to the Agreement, permit a Japanese Vessel to continue to fish for tuna for an additional period of thirty (30) days at the end of the ninety (90) days – period referred to in subparagraph (6) of this paragraph. An application for extension shall be made through the Federations, the Agent and the Seychelles Fishing Authority to the Seychelles Licensing Authority at least 5 working days prior to the end of the ninety day-period.
- (8) A licence shall not extend beyond the terms of this Agreement.
- (9) A licence shall be valid only so long as the holder of the licence is a member of the Federations. The Federations shall notify the Seychelles fishing Authority immediately upon any person holding a licence pursuant to Agreement ceasing to be a member of the Federations.

### 3. LICENCE FEE

The licence fee shall be Japanese Yen 1,131,209 in respect of a ninety (90) days period and an additional amount of Japanese Yen 393,736 for each additional thirty (30) days licence period.

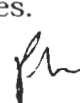
### 4. PAYMENT

Any licence fees shall be remitted to the Account of the Central Bank of Seychelles (Account No.021 085473) at the Federal Reserve Bank of New York in the U.S. Dollars equivalent to the Yen Value, and the T.T.S. exchange rate of one previous working day shall be applicable to the calculation.

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## ARBITRATION

1. Within one month from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with Article 6 of this Agreement, each Party shall appoint one member of the arbitral tribunal and these two members shall, within two months from the same date, agree upon a national of a third state, not being a national of either Seychelles or Japan.
2. The Party requesting arbitration shall submit a statement of its claim and the grounds on which such claims is based to the other party at the time of making a request for arbitration.
3. If the period specified in paragraph 1 have not been observed, or if the parties fail to agree upon a national of a third state as provided in paragraph 1, either Party may, in the absence of any other relevant arrangement, invite the Secretary General of the United Nations to make the necessary appointment.
4. The arbitral tribunal shall hold its first meeting in Seychelles. The venue of subsequent meetings of the tribunal shall be determined by the tribunal itself.
5. The arbitral tribunal shall, on the bases of the present Agreement and of other rules of international law, reach its decision by a majority of votes. Such decisions shall be binding. Although the cost of the arbitral tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal may rule otherwise concerning costs. In all other respects, the arbitral tribunal shall determine its own procedures.



**FORMAT OF RADIO REPORT****1. ENTRY REPORT FORMAT  
(WITHIN 24 HOURS AFTER THE EVENT)**

(CONTENT)	(TRANSMISSION)
(1) ADDRESEE	SFA
(2) ACTION CODE	IN
(3) VESSEL NAME	
(4) CALL SIGN	
(5) POSITION OF ENTRY	
(6) DATE AND HOUR (GMT) OF ENTRY	

**(EXAMPLE)****SFA IN JAPAN 1 JAAA 0049 5920 01 0630Z JAN****2. DEPARTURE REPORT FORMAT  
(WITHIN 24 HOURS AFTER THE EVENT)**

(CONTENT)	(TRANSMISSION)
(1) ADDRESEE	SFA
(2) ACTION CODE	OUT
(3) VESSEL NAME	
(4) CALL SIGN	
(5) POSITION OF DEPARTURE	
(6) DATE AND HOUR (GMT) OF DEPARTURE	

**(EXAMPLE)****SFA OUT JAPAN 1 JAAA 0138 5942 29 2345Z JAN****3. WEEKLY CATCH REPORT FORMAT  
(EVERY TUESDAY AND FRIDAY OR DATE OF DEPARTURE WITH DEP REPORT)**

(CONTENT)	(TRANSMISSION)
(1) ADDRESEE	SFA
(2) ACTION CODE	WCRT OR WCRF
(3) VESSEL NAME	
(4) CALL SIGN	
(5) CATCH BY SPECIES (PRODUCTED WEIGHT) AFTER LAST REPORTING (TENTH OF TONS)	
ALBACORE .....	AL
BIGEYE .....	BE
YELLOWFIN .....	YF
OTHERS .....	OT
(6) EFFORT : NUMBER OF SET	

**(EXAMPLE)****SFA WCRT JAPAN 1 JAAA 19 JAN 0020 5445 AL-0.3 BE-1.7 YF-1.9 OT-0.3 3**

# CATCH REPORT FOR THE WATERS OF THE REPUBLIC OF

SYNCHELLES (27)

VESSEL NAME

COUNTRY OF REGISTRATION

JAPAN

REGISTRATION NUMBER

GROSS REGISTERED TONNAGE

LICENSE/PERMIT NUMBER

NUMBER OF HOOKS/BASKETS

DISTANCE BETWEEN FLOATS (M)

LENGTH OF FLOAT LINE(M)

LENGTH OF BRANCH LINES(M)

BAIT USED (Species)

1

2

NAME OF CAPTAIN

YEAR

20

MONTH

Comments Code  
1. Day not fishing  
2. In Port

DAY	NOON POSITION			NUMBER OF HOOKS	SEA SURFACE TEMPERATURE	ALBACORE		BIGEYE		YELLOW FIN		SWORDFISH		SAILFISH		OTHER BILLFISH		SHARKS		NUMBER OF FISH EATEN		OTHER FISHES		DAILY TOTAL		COMMENTS
	LAT	LONG				NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	NO.	TOT. WT. (KG)	
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## SEYCHELLES LICENSING AUTHORITY

P.O.Box 3  
VICTORIA, MAHE  
REPUBLIC OF SEYCHELLES

Tel 24314

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE  
(in accordance with Licences (Fisheries) Regs 1987)

Name of applicant .....

Residential/Postal Address..... Tel No .....

Name and address of owner or charterer vessel if different from above .....

Name and address of agent or other legal representative in Seychelles .....

Name and address of master of vessel .....

Name of vessel ..... length ..... Draught .....

Type of vessel ..... Registered net tonnage .....

Engine type and horse power ..... GRT/NT .....

Port and country of registry ..... Speed .....

Registration number ..... Loading Cap.(tons) .....

Radio call sign/Signal letter ..... Year of Constr. ....

Frequency ..... Fuel Cap.(tons) .....

Description of fishing operations authorised: Long Line Fishing for Tunas and Marlins or Purce Seine for Tuna

Areas to be fished --- ALL AREASEXCEPT AREAS STTPULATED IN FISHERIES REGULATIONS.

Species of fish to be taken Tunas and Marlins .....

Requirements concerning disposal of by-catch .....

Reporting requirements as per Fisheries Regulations .....

Authorized landing places Port Victoria Mahe .....

Period of Validity from ..... until .....

I hereby certify that the particulars given above are true and correct.

Date .....

Signature of applicant .....

Processing Fee Rs. ....

Licence Fee Rs. ....

Paid: Cash/Cheque No. ....

Receipt No. ....

FOR OFFICIAL USE